

IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF NEBRASKA

RODNEY LEIBERT,)	CASE NO. _____ CV _____
)	
Plaintiff,)	
)	
v.)	COMPLAINT
)	
HARTFORD INSURANCE)	
COMPANY OF THE MIDWEST,)	
)	
Defendant.)	

COMES NOW, the Plaintiff, and for his cause of action against the Defendant, alleges and says as follows:

1. Plaintiff is a resident of Plattsmouth, Cass County, Nebraska, and at all times material was living and owned the property at 202 Buddy Lane in Plattsmouth, NE (the "Property").

2. Defendant, Hartford Insurance Company of the Midwest, is a corporation doing business in Plattsmouth, Cass County, Nebraska. Defendant is in the business of selling and issuing policies of flood insurance in the state of Nebraska.

3. This action is brought pursuant to 42 USCA § 4053 which gives this Court exclusive jurisdiction over this matter.

4. On or about June 2, 2012, Plaintiff purchased from Defendant its "Standard Flood Insurance Policy" policy of flood insurance number 87-04816227-2011 (the "Policy"), which provided coverage for damages suffered by Plaintiff to the Property in accordance with the terms of the Policy.

5. That at all times material, said Policy was in force and effect and provided for damages resulting from a flood with limits of \$250,000.00 for damage to the Property.

6. Plaintiff had timely paid all premiums associated with the Policy and otherwise complied with all terms and conditions of the Policy.

7. That on or about July 6, 2011, flooding from the Missouri River damaged Plaintiff's home and it was determined that the damage to Plaintiff's home constituted a total loss.

8. Following the flood, Plaintiff immediately notified the Defendant of the incident, made a claim for his loss and fully cooperated in furthering a claim for his loss.

9. Due demand was made on Defendant for said damages and Defendant initially paid Plaintiff \$35,000.00 as part payment for the damages to Plaintiff's Property.

10. Then, on or about October 3, 2011, Defendant refused to pay Plaintiff any further monies and denied his claim on the basis that the damage to his property was caused by a flood already in progress when his Policy term began on July 2, 2011.

11. On or about December 1, 2011, Plaintiff filed an appeal of Defendant's denial of his flood insurance claim with the Federal Emergency Management Agency ("FEMA").

12. On or about April 27, 2012, FEMA denied Plaintiff's appeal on the basis that Plaintiff's property was flooded by the Missouri River which was already in progress when his Policy term began.

13. Subsequently, on June 29, 2012, the United States Congress passed and on July 6, 2012, the United States President signed into law the Biggert-Waters Flood Insurance Reform Act of 2012 (the "Act").

14. The Act provided that "eligible coverage" under contracts for flood insurance under the National Flood Insurance program, included insurance coverage that was purchased or made during the period beginning May 1, 2011, and ending on

June 6, 2011, for properties damaged by the flooding of the Missouri River that commenced on June 1, 2011.

15. At the direction of FEMA, Plaintiff on or about August 22, 2012, requested from Defendant a reconsideration of its previous denial of Plaintiff's claim in light of the Act and Defendant denied his claim.

16. Defendant's denial of Plaintiff's claim resulted in Plaintiff retaining counsel to protect his personal interests and pursue the claim on his behalf.

17. Defendant's failure to adequately pay Plaintiff for the damage done to his home by flood constitutes a breach of the Policy.

18. As a proximate result of said breach, Plaintiff has suffered damages in the amount of approximately \$215,000.00.

WHEREFORE, Plaintiff prays for the sum of \$215,000.00 or an amount proven at trial against the Defendant for real property damage along with attorneys' fees, interest, and the costs of this action.

Dated this 2nd day of October, 2012.

RODNEY LEIBERT, Plaintiff,

By /s/ Daniel J. Welch
DANIEL J. WELCH, #21553
JAMES P. CLEMENTS, JR. #24116
WELCH LAW FIRM, P.C.
1299 FARNAM ST., SUITE 1220
OMAHA, NE 68102
(402) 341-1200
(402) 341-1515 (FAX)
dan@welchlawfirm.com
jim@welchlawfirm.com

JURY DEMAND

Plaintiff requests a jury trial in the United States District Court of Nebraska at Omaha, Nebraska.